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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DEL MONTE FRESH PRODUCE N.A., INC., 07 Civ. 1887 (DC)

Plaintiff,
-against-

ANA DISTRIBUTION, INC., a New York corporation, and SUNG (SAM) G. KIM, individually,

Defendants.

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GIUMARRA INTERNATIONAL MARKETING, INC., a California corporation, 07 Civ. 4665 (DC)

Plaintiff,
-against-

ANA DISTRIBUTION, INC., a New York corporation, and SUNG (SAM) G. KIM, MYONG K. KIM and OK T. KIM, individually,

Defendants.

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PACIFIC FRUIT INC., 07 Civ. 2555 (DC)
Plaintiff,
-against- Consolidated 07 Civ. 1887 (DC)

ANA DISTRIBUTION, INC., a New York corporation, and SUNG (SAM) G. KIM, individually,

Defendants.

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DECLARATION OF EDWARD HICKEY

EDWARD HICKEY declares as follows:

1. I am the General Manager of Pacific Fruit Inc. ("Pacific Fruit"), and have held that position during the period at issue in this action, including from December 2006 to the present. I make this declaration based on my personal knowledge of the facts stated herein except where stated upon information and belief, and as to those facts I believe them to be true.

2. Pacific Fruit is licensed by the U.S. Department of Agriculture/PACA Branch and currently holds a PACA license in good and active standing.

3. I am familiar with the records relating to the sales transactions between Pacific Fruit and Ana Distribution, Inc. ("Ana").

4. Between about December 21, 2006 and about January 11, 2007, Pacific Fruit by written contracts sold to Ana boxes of green bananas, being perishable agricultural commodities ("the commodities") at the total agreed price of \$160,465.60. Invoices showing the sales are attached hereto as Exhibit A.

5. Ana partially paid the invoices, but has failed to pay the principal amount of \$156,486.40, due and owing under the contracts.

6. Each invoice issued by Pacific Fruit, as a PACA licensee, for produce sales to Ana, states on the back the language prescribed by 7 U.S.C. § 499(e)(c)(4) as notification of Pacific Fruit's intent to preserve the benefits of the statutory trust created by the Perishable Agricultural Commodities Act ("PACA"), plus interest, costs and attorneys fees, all of which are sums owing in connection with the produce transaction. A copy of the back of one invoice, showing the language included on each invoice, is attached hereto as Exhibit B.

7. Upon information and belief, Ana has dissipated and will continue to dissipate PACA trust assets to which Pacific Fruit is a perfected beneficiary.

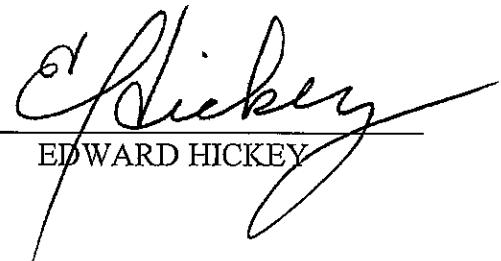
8. Upon information and belief, Ana has ceased business operations and is liquidating certain of its assets, namely its accounts receivable and its leasehold interests, thereby threatening Pacific Fruit's PACA trust assets.

9. Despite multiple demands by Pacific Fruit, Ana has refused to remit payment in full.

10. Pacific Fruit is engaged in the sale of perishable agricultural commodities on credit through interstate and foreign commerce. The failure of purchasers of agricultural commodities to pay promptly for such commodities bought on credit from Pacific Fruit causes substantial harm to our business, because it endangers the ability of Pacific Fruit to pay our own suppliers and the costs of importing and handling the fruit. Consequently, Ana's nonpayment threatens to disrupt our regular supply of fruit and threatens irreparable harm to our business.

11. Pacific Fruit has suffered and will continue to suffer irreparable injury, loss and damage in the absence of preliminary injunctive relief pending trial in this case. I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 7 day of September, 2007, at Staten Island, New York.


EDWARD HICKEY